

CONFIRMATION OF REVERSION OF TITLE TO PROPERTY,
AGREEMENT FOR RELOCATION AND RENOVATION OF BUILDING,
AND DEED TO BUILDING

THIS AGREEMENT is made as of the ____ day of _____, 2001, by and between the UNITED STATES OF AMERICA ("the United States") and; the TRUSTEES OF THE TOWN OF YORK, VIRGINIA ("the Trustees"), the COUNTY OF YORK, VIRGINIA ("the County") and Yorktown Freight Shed L.P. (the "Partnership"). All three of the above-identified entities shall be collectively referred to as "the parties;" and THIS DEED is made as of the ____ day of _____, 2001, by and between the Trustees and the County as Grantor and the Partnership as Grantee.

WHEREAS, by a certain deed dated August 28, 1934, recorded in Deed Book 49, page 188, amended by an agreement dated August 1, 1957, and recorded in Deed Book 119, page 484, among the land records of the Circuit Court for the County of York, Virginia, the Trustees conveyed to the United States a certain parcel of land and an easement (collectively referred to as "the land") located in Yorktown, York County, Virginia, together with a building located thereon, formerly used as a post office ("the Building"), such land and easement being more particularly described in Article I(1)(b) of the agreement referenced above and recorded in Deed Book 119, page 484, which is incorporated herein by reference; and

WHEREAS, the 1957 Agreement provided that "[if the land and the Building] shall cease to be used and be abandoned by the United States of America for the uses and purposes of the Colonial National Historical Park, complete title thereto shall be divested out of said United States of America and shall re-invest into the Trustees their successors and/or assigns;" and

WHEREAS, the United States has ceased to use and has abandoned the land and the Building for all uses and purposes, including uses and purposes of the Colonial National Historical Park; and

WHEREAS, the Trustees have agreed to convey the said Building to the County provided that the County agrees to and does in fact comply with the terms and conditions set out herein with respect to the upkeep and renovation of the Building; and the United States likewise desires that the County shall agree to perform such terms and conditions; and

WHEREAS, the County has assigned its right to receive title to the Building to Yorktown Freight Shed L.P., a Virginia Limited Partnership ("the Partnership") and joins this Deed for the purpose of quitclaiming all of its right, title and interest in the Building to the Partnership, subject to the Partnership's assumption of the obligations set out

herein with respect to the upkeep and renovation of the Building, and the County, the Trustees, and the United States hereby concur in such assignment and in the conveyance of title to the Building to the Partnership; and

W I T N E S S E T H:

- I. Confirmation and Reversion of Title to the Trustees: The United States confirms the fact that it has ceased to use and has abandoned the land and the Building for uses and purposes of the Colonial National Historical Park and further confirms that title to the land and the Building has reverted to the Trustees.
- II. Conveyance of Title to the Building to The Partnership: For and in consideration of Ten Dollars (\$10.00) cash in hand paid, the Partnership's compliance with sections III and IV of this Deed and Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustees hereby quitclaim and convey to the Partnership all right, title and interest of the Trustees in and to the Building. This conveyance does not include the real property upon which the Building is situated, nor any other improvement, fixture or appurtenance located on the property. In addition, this conveyance is made subject to the Partnership's compliance with the conditions set out below.
- III. Terms and Conditions for Renovation and Maintenance of the Building
 - A. Within two years of the date of conveyance of title to the Building, the Partnership shall relocate the Building to a location generally as shown on the drawing depicted on Exhibit A, which is attached hereto and made a part hereof. In the event that an engineer employed by the Partnership reasonably determines that the Building is damaged beyond reasonable repair during the relocation process, the Partnership shall not be obligated to complete the relocation of the building and both the Trustees and the Partnership shall be released from any obligation to renovate or maintain the Building.
 - B. Once the Building has been relocated as described, the Partnership shall renovate and maintain the Building as is set forth below, unless the parties mutually agree in writing to waive or modify any of the following conditions:
 1. Except as set out below, the Partnership shall renovate or rehabilitate the Building so that the Building will have an appearance substantially similar to that which it had as of the date of this Agreement except as set out below. All references below to "north,"

"south," "east," or "west" shall be understood to refer to the Building's orientation in its current location.


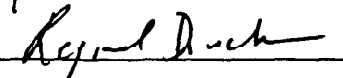
- (a) There shall be no loading dock on the east end of the Building.
 - (b) The west elevation shall have a board and batten door with wrought iron straps.
 - (c) Board and batten doors with wrought iron straps shall be installed in place of the large masonry in fill areas on the north and south elevations.
 - (d) The louvered panels in the second floor openings on the east and west elevations shall be removed and replaced with doors.
 - (e) The sash from the wall dormers on the north and south elevations shall be removed and replaced with board and batten doors with wrought iron strap hinges.
 - (f) The first floor windows shall not have shutters or shutter hardware.
 - (g) The interior space shall not have any partitions.
 - (h) Concrete foundation simulating "timber cribbing" from the original wharf shall be constructed on the south side of the Building.
 - (i) To the extent permitted by utility companies, the Building will not have electrical meter boxes, surface mounted conduit, wire, or exhaust fans located on the exterior of the Building.
 - (j) The windows on the east and west elevations shall have nine/nine light double-hung sash windows with plank frames consistent with the windows on the south elevation.
2. Once the Building has been renovated and/or reconstructed in its new location as generally shown on Exhibit A, it shall have an appearance that is generally as shown in the drawing labeled Exhibit B which is attached hereto and made a part hereof.

- C. The parties agree that the Building has "character-defining features" that give the Building its own unique identity and distinctive character. Character-defining features include the overall shape of the Building, and its materials, craftsmanship, and decorative details. The parties agree that the Building has the following character-defining features, which shall be preserved in the manner specified below to the extent reasonably practicable:
1. Renovations of the Building shall preserve the overall massing of the Building as seen from a distance as graphically illustrated by the drawing attached hereto as Exhibit B.
 2. Renovations shall incorporate the following details:
 - (a) Flemish bond brick walls with queen closures at corners; common bond brick watertable;
 - (b) Four 9/9 light double-hung sash windows with plank frames on the south elevation. Window openings have segmental arches;
 - (c) 9/9 light windows with plank frames on east and west elevations; window openings have segmental arches;
 - (d) Shingle roofing. The existing roof shingles may be replaced with new shingles that match the visual qualities of the original shingles, such as slate or cement;
 - (e) Dental cornice on the north and south elevations;
 - (f) Gable ridge projections protect hoist beam on both short elevations;
 - (g) Wall dormers centered on the north and south elevations with diagonal board siding on dormer cheeks; gable ridge projections protect hoist beams on each dormer.
 3. Renovations of the Building shall restore the details listed below that were originally incorporated into the Building. The parties agree that other missing features may be replaced or restored at the County's option at any time to enhance the Building's character. Features that fall in this category include, but are not limited to:

- (a) Horizontal bars on first floor windows;
 - (b) Exposed unplastered and unpainted finish on interior brick and terra cotta tile walls;
 - (c) Original interior lighting fixtures above suspended ceiling.
- 4. The parties agree that, except as noted in the immediately preceding subsection, there are no character-defining features in the interior of the Building. It is agreed that interior renovations and finishes will be designed to accommodate the intended function of the Building and may or may not include unconcealed roof trusses and other features of the original interior.
- D. The parties agree that the Building will be used for the purpose that is compatible with the historic character including, but not limited to, information and/or exhibit space or public assembly activity.
- E. The parties agree that the Partnership shall maintain the character defining features of the Building as long as the Partnership determines that it is structurally and financially feasible.
- IV. The Partnership further agrees that the Trustees shall be entitled to the use of the building four (4) times in any calendar year, free of charge, at such times as the Trustees and the Partnership shall mutually agree.
- V. The Partnership agrees that subsequent to relocation of the Building by the Partnership, the Partnership will cause the Wharf on which the Building is situated to be demolished.
- VI. The obligations of the Partnership as set out herein shall be binding upon the Partnership, its successors and assigns and shall be deemed a covenant running with the title to the building.

WITNESS the following signatures and seals:

UNITED STATES OF AMERICA

By  (SEAL)
Title 

TRUSTEES OF THE TOWN OF YORK

By _____ (SEAL)
Edith M. Elliott, Chairman

By _____ (SEAL)
Paul W. Crockett, Jr.

By _____ (SEAL)
Gary A. Freeman

By _____ (SEAL)
J. Bryce Hollingsworth

By _____ (SEAL)
Charles B. Thomas

COUNTY OF YORK, VIRGINIA

By _____ (SEAL)
County Administrator

Yorktown Freight Shed Limited
Partnership a Virginia Limited
Partnership
By: Yorktown Freight Shed, Inc.
General Partner

By: _____ (SEAL)
President

Approved as to form:

County Attorney

STATE OF _____
City/County of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by _____, of the United States of America.

Notary Public

My commission expires: _____

STATE OF VIRGINIA
County of York, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by Edith M. Elliott, Chairman of the Trustees of the Town of York.

Notary Public

My commission expires: _____

STATE OF VIRGINIA
County of York, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by Paul W. Crockett Jr., of the Trustees of the Town of York.

Notary Public

My commission expires: _____

STATE OF VIRGINIA
County of York, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by Gary A. Freeman, of the Trustees of the Town of York.

Notary Public

My commission expires: _____

STATE OF VIRGINIA
County of York, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by J. Bryce Hollingsworth, of the Trustees of the Town of York.

Notary Public

My commission expires: _____

STATE OF VIRGINIA
County of York, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by Charles B. Thomas, of the Trustees of the Town of York.

Notary Public

My commission expires: _____

STATE OF VIRGINIA
County of York, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by James O. McReynolds, County Administrator.

Notary Public

My commission expires: _____

STATE OF VIRGINIA
County of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by _____ President, Yorktown Freight Shed Limited Partnership a Virginia Limited Partnership By: Yorktown Freight Shed , Inc. General Partner.

Notary Public

My commission expires: _____